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MINES AND MINING—PAROL GRANT—LICENSE—REVOCABILITY.—*HOSFORD ET AL. V. METCALF ET AL.*, 84 N. W. 1054 (Iowa).—*Held*, a parol grant of mining privileges in land, on the strength of which grantees expended much money and labor in work on the premises, gave grantees an interest in the land entitling them to continue, and which was transferable, and was not merely a personal license and revocable.

There are a few cases which take this extreme view, but the right of the licensor to revoke a parol license, even after much money and labor has been expended, is very generally recognized. *Kivett v. McKeithan*, 90 N. C. 106; *Selden v. Delaware Co.*, 29 N. Y. 634. Cases cited by the court can be distinguished from the case at bar. *Beatty v. Gregory*, 17 Iowa 109; *Bush v. Sullivan*, 3 Green 344. The statute of frauds does not permit an interest in lands, except in a few cases—of which this is not one—to pass without a deed, nor is such a license generally considered transferable. *Cooley on Torts*, 357-360.

MINING—WEIGHING COAL BEFORE SCREENING—CONTRACTS BETWEEN MINERS AND OPERATORS—CONSTITUTIONAL LAW.—*IN RE PRESTON*, 59 N. E. 101 (Ohio).—*Habeas Corpus*. Petitioner was arrested under a statute making it a criminal offense for any mine operator, employing miners at bushel or ton rates, to screen the coal, before it has been weighed and credited to the *employé* sending the same to the surface. *Held*, such a statute is repugnant to the bill of rights, as an unwarrantable invasion of the right to make contracts. Petitioner discharged.

Statutes, not distinguishable from the one under consideration in any substantial respect, have been held not to be within the police powers. *Millett v. People*, 7 N. E. 631; *Potter's Dwaris on Statutes*, 458, and cases cited. Other courts, however, have reached the opposite conclusion, though not without dissenting opinions. *State v. Peel Splint Coal Co.*, 15 S. E. 1,000; *State v. Wilson*, 58 Pac. 981.

NAVIGABLE WATERS—MEANDERED LINES—EROSION—ALLUVION.—*PENKER ET AL. V. CANTER ET AL.*, 63 Pac. Rep. 617 (Kans.).—The plaintiff owned a tract of land separated from a navigable stream by a tract of land owned by the defendant. By erosion the greater part of the defendant's land was washed away, together with a part of plaintiff's land. Subsequently the stream receded, forming alluvion with the original boundaries of both owners. In an action of ejectment, *held*, that the plaintiff was entitled to an equitable proportion of the alluvion formed within the original boundaries of the defendant's tract.

There are very few decisions on this question, but the weight of authority supports this one. *Welles v. Bailey*, 55 Conn. 292; *Jeffries v. Land Co.*, 134 U. S. 178. In a recent New Jersey case, this view was held to be unsound. *Ocean City Assn. v. Schriver*, 46 Atl. Rep. 690. This decision is unique in that it makes equitable division of the alluvion. This seems to be unsupported by any previous decision, though the principle is laid down in the text-books.

NOTES—SIGNATURE BY PRESIDENT—LIABILITY—PAROL PROOF.—*SECOND NATIONAL BANK V. MIDLAND STEEL CO.*, 58 N. E. 833 (Ind.).—A note was signed "R. J. Beatty, President," and above the note, on the paper on which the note was written, appeared the name of the corporation. *Held*, that a note signed by the president of a corporation can be shown by parol to be the contract of the corporation.